Supreme Court, U.S.
FILED
04 635 NOV 6 - 2004

No.

IN THE

Supreme Court of the United States

GEORGE GABANSKI

Petitioner

v.

ARCHIE S. MACLEAN, ET AL.

Respondents

On Petition For Writ Of Certiorari
To The District Court Of Appeal
In And For The State Of Florida, Second District

PETITION FOR WRIT OF CERTIORARI

GEORGE GABANSKI
Pro se
P.O. BOX 10952
NAPLES, FLORIDA 34101
(239) 434-2202.

Question Presented for Review

The Florida Supreme Court has judged that the measure for restitution to prevent unjust enrichment is the value of the advantage, to the recipients, from the benefits they requested and received, but did not pay for. When a Florida appellate court summarily affirms restitution for the number of hours petitioner spent, rather than for the rebuilt business relations between respondents and the Polish manufacturer of SKYTRUCK airplanes, and the SKYTRUCK-airplane sales-agency agreement petitioner negotiated - does appellate due process require *de novo* review to value the substantial benefits conferred?

Parties to the Proceeding

George Gabanski
Pro se Petitioner
P.O. Box 10952
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(239) 434-2202.

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(239) 261-0544
Counsel for Respondents:
ARCHIE S. MACLEAN,
LANCE GORDON MACLEAN,
ELIZABETH A. MACLEAN,
SKYTRUCK INTERNATIONAL, L.C.,
SKYTRUCK SALES, INC.

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Petition for Writ of Certiorari

Petitioner seeks review of the *per curiam* affirmation by the District Court of Appeal of Florida, Second District, in Case No. 2D03-3900. Motion for written opinion and rehearing was denied 12 August 2004.

Opinions Below

The opinions below are unreported:

a) *Per curiam* affirmation by Court of Appeal of Florida, Second District (Appendix A).

b) Denial of petitioner's motion, for rehearing and written opinion, by Court of Appeal of Florida, Second District (Appendix B).

c) Denial of petitioner's motion for rehearing by Twentieth Judicial Circuit Court of Florida (Appendix C).

d) Final Judgment, Circuit Court (Appendix D).

Jurisdiction

The District Court of Appeal in and for the State of Florida, Second District, denied on June 30, 2004 petitioner's appeal of the circuit court's judgment (Appendix B). The Florida Second District Court of Appeal denied petitioner's

motion for rehearing or written opinion on August 12, 2004 (Appendix A). This petition is filed within 90 days of that date, per Rule 13.1.

Petitioner invokes this Court's jurisdiction under 28 U.S.C. § 1257(a). Where the Florida Second District Court of Appeal affirms without opinion, the Florida Supreme Court has no jurisdiction to review the denial. See FLA. CONST. art. V, § 3; *Jenkins* v. *Florida*, 385 So.2d 1356, 1359 (Fla. 1980). See also FLA. R. APP. P. 9.030(a). Accordingly, for purposes of 28 U.S.C. § 1257, the Florida Second District Court of Appeal is the highest court of Florida in which a decision could be had. See, for example *Palmore* v. *Sidoti*, 466 U.S. 429, 430 (1984). The *per curiam* affirmation is a final judgment for the purposes of this Court's jurisdiction under 28 U.S.C. § 1257. Petitioner has no right under Florida law to litigate the federal issue presented here in any subsequent appeal. Petitioner invokes this Court's jurisdiction under 28 U.S.C. § 1257.

Constitutional Provision Involved

The Fourteenth Amendment to the United States Constitution provides in relevant part that "… nor shall any State deprive any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the

equal protection of the laws."

Statement

This appeal involves the scope and application of the 14th amendment's due process clause to a state appellate court's review of an application of law on unjust enrichment.

The trial court found that the substantial benefits respondents requested and received from petitioner, but did not pay for, were petitioner's rebuilding of business relations between respondents and the Polish executives of the manufacturer of SKYTRUCK airplanes, and petitioner's negotiation of the November 22, 1994 Manufacturer's Representative Agreement for the sales of SKYTRUCK airplanes (Final Judgment, Appendix D). The rebuilt business relations and Manufacturer's Representative Agreement of November 22, 1994 with the Polish manufacturer of SKYTRUCK airplanes, show the value of what petitioner conferred upon respondents: "From the time George had rebuilt relations with the manufacturer's executives, and based on the November 22, 1994 Agreement George had negotiated, the Maclean business focused solely on pursuing SKYTRUCK airplane sales." (Final Judgment, para. 22, Appendix D)

The Florida Supreme Court has decided, in

a restitutory case for benefits requested, conferred, but not paid for, that the measure for restitution was the value of the advantage, to the recipients, from the benefits they requested and received, but did not pay for, and not so much the value of the cost of a trip in conferring those benefits. *Smith v. Jackson County,* 176 So. 858 (Fla. 1937) Nevertheless, in the case at bar, the Appellate Court of Florida summarily affirmed the decision of the trial court, to make restitution for the number of hours petitioner spent, rather than for the rebuilt business relations and negotiated airplane-sales-agency agreement respondents received.

Petitioner first raised the federal question, of the trial court's unexplicated departure from Florida law on the measure for restitution to prevent unjust enrichment, in his motion for rehearing to the trial court, April 17, 2003 (Appendix E). The trial court denied the motion for rehearing (Appendix C).

Petitioner then raised the question of the trial court's conflict with state law on the measure for restitution before the Florida Court of Appeal, Second District. The Second District Court passed on the appeal on June 30, 2004 with a *per curiam* affirmation (Appendix A). Petitioner made motion for rehearing and written opinion (Appendix F); denied on August 12, 2004 (Appendix B).

Reasons to Grant Petition

The reasons for granting this petition are to correct a state appellate court's failure to apply the law as constructed by the highest court in the state, and for doctrinal coherence. The issue under appeal was the application of state law to evidence before the trial court. Appellate jurisdiction carries the obligation to review independently a trial court's execution of the law. *Salve Regina v. Russell*, 499 U.S. 225 (1991)

The trial court had found that the benefits respondents got from petitioner, but did not pay for, were petitioner's rebuilding of business relations and negotiation of the November 22, 1994 Manufacturer's Representative Agreement with the Polish manufacturer, for sales of SKYTRUCK airplanes. The trial court found that these achievements by petitioner were requested by respondents, and were essential and substantial benefits conferred. Petitioner's experts testified to the trial court on the value that is placed within the airplane-sales industry for rebuilding business relations with the airplane manufacturer in Poland and negotiating the SKYTRUCK airplane-sales agency agreement. The trial court relied instead upon the hours worked by petitioner. That judgment does not comply with the Supreme Court of Florida's conclusion that value for

restitution lies in the merit of the service, and not so much in expenses incidental to its conferral. *Smith v. Jackson County,* 176 So. 858 (Fla. 1937)

The standard of review for application of the law to factual findings is *de novo*. Legal coherence and economy of judicial administration require independent appellate review of legal issues. Independent review does not admit of reliance on a lower court's unexplicated resolution of a legal issue. The petitioner has in effect been denied the right of appeal when the Second District summarily affirmed with no expressed opinion the trial court's order. The rule of independent review assigns to appellate judges a constitutional responsibility that can not be delegated to a trier of fact. *Salve Regina v. Russell*, 499 U.S. 225 (1991); *Bose Corp. v. Consumers,* 466 U.S. 485 (1984)

The legal constructions of the higher courts are made for the state appellate court to rely on. When the appellate court relied instead on the trial court, it trampled petitioner's 14th-amendment right to due process.

Conclusion

Petitioner rebuilt business relations and negotiated the November 22, 1994 Manufacturer's Representative Agreement for SKYTRUCK

airplane sales with the Polish manufacturer. That is the work the respondents requested, received, did not pay for, and refused to pay for. When the trial court judged that the value of petitioner's work comes from a value of the hours he spent getting the SKYTRUCK sales business for respondents, the court made error of law. The hours worked by petitioner have no value in themselves to respondents. Only what petitioner accomplished in those hours is of value. The value of petitioner's work, and the measure for restitution, is his success at inducing the Polish manufacturer's executives to do and render favorable things for respondents. *Smith v. Jackson County,* 176 So. 858 (Fla. 1937)

The appellate court's reliance, on the trial court's application of law to the evidence, is in breach of due process. This petition for writ of certiorari should be granted so that justice may be done.

Respectfully submitted.

George Gabanski
Pro se Petitioner
P.O. Box 10952
Naples, Florida 34101
(239) 434-2202

November, 2004

Appendix A

NOT FINAL UNTIL TIME EXPIRES TO FILE
REHEARING MOTION AND, IF FILED,
DETERMINED
IN THE DISTRICT COURT OF APPEAL
OF FLORIDA
SECOND DISTRICT

Case No. 2D03-3900

GEORGE GABANSKI,

Appellant/cross-appellee,

v.

ARCHIE S. MACLEAN, LANCE GORDON MACLEAN, ELIZABETH A. MACLEAN, SKYTRUCK INTERNATIONAL, LC. AND SKYTRUCK SALES, INC.

Appellees/Cross-Appellants.

Opinion filed June 30, 2004

Appeal from the Circuit Court for Collier County; Robert T. Shafer, Jr., Senior Judge.

John G. Vega of John G. Vega, P.A., Naples, for Appellant/Cross-Appellee.

Mark. A. Slack of Paulich, Slack & Wolff, P.A. Naples, for Appellees/Cross-Appellants.

PER CURIAM.

Affirmed.

DAVIS, SILBERMAN, and KELLY, JJ., Concur.

Appendix B

IN THE DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA
SECOND DISTRICT, POST OFFICE BOX 327, LAKELAND, FL 33802-0327

August 12, 2004

CASE NO.: 2D03-3900
L.T. No.: 98-789-CA

George Gabanski v. Archie S. Maclean, Et Al.

Appellant / Petitioner(s), Appellee/Respondent(s)

BY ORDER OF THE COURT:

Appellant's motion for rehearing and written opinion is denied.
I HEREBY CERTIFY that the foregoing is a true copy of the original court order.

Served:
John G. Vega, Esq. Mark. A. Slack, Esq.
Dwight E. Brock, Clerk
bl

" s/ James Birkhold "
James Birkhold
Clerk

"SEAL of 2nd DCA FLORIDA"

Appendix C

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT IN AND FOR COLLIER COUNTY, FLORIDA CIVIL ACTION

GEORGE GABANSKI,

Plaintiff

vs. Case No. 98-789-CA-01

ARCHIE S. MACLEAN,
LANCE GORDON MACLEAN,
ELIZABETH A. MACLEAN,
SKYTRUCK INTERNATIONAL, L.C.,
SKYTRUCK SALES, INC.

Defendants

_____/

ORDER ON GEORGE GABANSKI'S MOTION FOR REHEARING AND THE DEFENDANTS ARCHIE S MACLEAN, LANCE GORDON MACLEAN AND ELIZABETH A. MACLEAN'S MOTION FOR REHEARING

On June 11, 2003, this Court heard Plaintiff, GEORGE GABANSKI's, Motion for Re-Hearing and the Defendants, ARCHIE S. MACLEAN, LANCE GORDON MACLEAN and ELIZABETH A. MACLEAN's Motion for Re-Hearing, and the Court, having reviewed the

Motions, having reviewed the file, having heard argument of counsel, and having otherwise been duly advised, hereby orders and judges that:

1. The Plaintiff, GEORGE GABANSKI's Motion for Re-Hearing is hereby denied;

2. The Defendants, ARCHIE S. MACLEAN, LANCE GORDON MACLEAN and ELIZABETH A. MACLEAN's Motion for Re-Hearing is hereby denied.

DONE AND ORDERED this ____ day of July, 2003

The original of this
document was signed
JUL 08 2003
By Ted Brousseau
Circuit Judge

Honorable Robert T. Schafer, Jr.
Senior Circuit Court Judge

Copies to:
David E. Bruner, Esq.
J. Blan Taylor, Esq.
Mark A. Slack, Esq.

"COPY"

Appendix D

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT IN AND FOR COLLIER COUNTY, FLORIDA CIVIL ACTION

GEORGE GABANSKI,
Plaintiff
vs. Case No. 98-789-CA-01

ARCHIE S. MACLEAN, LANCE GORDON MACLEAN, ELIZABETH A. MACLEAN, SKYTRUCK INTERNATIONAL, L.C., SKYTRUCK SALES, INC.,
Defendants
_____/

FINAL JUDGMENT

This action for unjust enrichment was tried before the Court on February 19, 20, and 21, 2003. The Court finds, based upon the evidence presented at trial, argument of counsel, judicial notice of the record, and the law, as summarized below, that Plaintiff prevails against Defendants by a preponderance of evidence:

Findings Of Fact

1. The manufacturer of SKYTRUCK airplanes canceled its January 8, 1994 Distributor Agreement for SKYTRUCK airplanes, with the Maclean business.

2. Archie, Lance, and Elizabeth Maclean had a business for selling airplanes.
3. Archie "Arch" Maclean financed the business.
4. The Macleans' CEO, Walter Scalabrin, ran the business.
5. The principle business asset was a Distributor Agreement for selling SKYTRUCK airplanes from a Polish manufacturer.
6. The Distributor Agreement, dated January 8, 1994, had been negotiated by Walter with Janusz Chojecki, then a Commercial Director of the manufacturer.
7. In June of 1994, Janusz Chojecki no longer had authority to approve agreements between the manufacturer and the Macleans' business; the manufacturer's President, Wieslaw Pastula, did.
8. At the beginning of August, 1994, Arch sought out George Gabanski. George met Arch and his wife, Elizabeth "Betty" Maclean, at their home regarding the Maclean airplane business.
9. George is an engineer representing his family's manufacturing business in Florida. He was Director in the business until he moved to Florida; and is experienced with all aspects of the business, including sales and management. Prior to joining his family's manufacturing business, George completed a Master In Business Administration at McGill University. Before that, he was employed as an engineer for over five years at aircraft manufacturer Canadair. George has two other university degrees; a Bachelor of Civil Engineering and a Master of Structural Engineering, both earned at McGill University.
10. George speaks English and Polish.
11. Lance's parents, Arch and Betty, over the course of

numerous meetings with George at the Macleans' home, requested and followed George's advice to secure the Maclean business from CEO Walter.

12. In early September 1994, Arch had told George he needed George, and his business needed George.
13. Arch requested George to act in Arch's place, to get an agreement with the manufacturer, should Lance agree to fire Walter.
14. Arch, Betty, and Lance fired Walter in October 1994.
15. Arch, Betty, and Lance acted together with George to advise the manufacturer that George was the liaison of the business, so that George could obtain a sales-agency agreement for selling SKYTRUCK airplanes from President Wieslaw Pastula and the manufacturer.
16. Arch, Betty and Lance acted together to have George handle relations with the Polish factory.
17. George's work included traveling to Memphis to make a presentation to Federal Express for a multi-airplane sale.
18. George corresponded with the Polish officials.
19. Arch instructed George to negotiate with the manufacturer's President, Wieslaw Pastula, to obtain the November 22, 1994 Manufacturer's Representative Agreement.
20. George hand-annotated a draft of the November 22, 1994 Agreement, with the changes he was negotiating for the version that would be signed.
21. At George's last meeting with Arch and Betty, they requested a bill from George for the work he had done for them. George mailed them the Bill with a summary of work done. They never paid George anything.
22. From the time when George had rebuilt relations with the manufacturer's executives, and based on the

November 22, 1994 Agreement George had negotiated, the Maclean business focused solely on pursuing SKYTRUCK airplane sales.

23. Further, Defendants sought the counsel of Plaintiff for his essential assistance in rebuilding relations with the Polish manufacturer's executives; and having requested such counsel and assistance, and having received such substantial benefits from Plaintiff's work, the Defendants refuse to pay for benefits. Plaintiff provided solicited professional consulting advice and comments to the Defendants.
24. Plaintiff seeks compensation for professional services rendered to the defendants to prevent unjust enrichment. The Court, having considered this expert testimony of the parties' witnesses, finds a reasonable consulting fee rate would be $200 per hour and finds that plaintiff provided 150 hours of consulting services to the Defendants.
25. Plaintiff carried his burden of proving with credible evidence the extent of and the value of services provided to the Defendants, Archie S. maclean, Elizabeth A. Maclean, Lance Gordon Maclean, Skytruck Sales, Inc., and Skytruck International, L.C. and the Court finds that the fair value of the services provided by Plaintiff is $30,000.00.

Conclusions of Law

Plaintiff, by his conduct and actions on behalf of Defendants, conferred substantial benefits on Defendants, benefits requested, received, appreciated, and retained by them.

Defendants knowingly and voluntarily received substantial benefits from Plaintiff's work, benefits for which they refuse to pay. Because of the foregoing recited conduct of Defendants, in fairness and by ties of natural justice, they jointly and severally, are required by equity to pay Plaintiff the fair value of the benefits conferred upon them by Plaintiff's work. Therefore, it is hereby

ORDERED AND ADJUDGED that:

Plaintiff George Gabanski, whose address is P.O. Box 10952, Naples, Florida, 34101-0952, recover from Defendants, jointly and severally, the sum of $30,000.00 for which let execution issue forthwith.

The Court reserves jurisdiction on awarding costs, and the consideration of the issue of prejudgement interest.

DONE AND ORDERED in Chambers, Naples, Collier County, Florida, on this 7th day of April, 2003.

"s/ Robert T. Shafer Jr."

Honorable Robert T. Shafer, Jr.
Senior Circuit Court Judge

Copies to:
David E. Bruner, Esq.
J. Blan Taylor, Esq.
Mark A. Slack, Esq.

Appendix E

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT IN AND FOR COLLIER COUNTY, FLORIDA CIVIL ACTION

GEORGE GABANSKI,
Plaintiff
vs. Case No. 98-789-CA-01

ARCHIE S. MACLEAN,
LANCE GORDON MACLEAN,
ELIZABETH A. MACLEAN,
SKYTRUCK INTERNATIONAL, L.C.,
SKYTRUCK SALES, INC.,
Defendants
...../

Plaintiff's Motion For Rehearing

The court based its award on hours worked and an hourly rate for the time expended. The court also received testimony, of expert forensic economist, Dr. Susan W. Long, and expert aircraft sales manager and businessman, Bruce Chuber, as to the value of the benefits conferred, as to the betterment or enhancement of the Maclean business.

The court found the Macleans received a substantial enhancement to their airplane-sales business by having the business secured from CEO Walter, business-relations rebuilt with the Polish manufacturer's executives, and George's negotiating and obtaining the November 22, 1994

Manufacturer's Representative Agreement.

The court erred when it erroneously calculated its award from the hours spent and an hourly rate, instead of from benefits conferred, the betterment or enhancement in value of the Maclean business.

The compensation for a betterment or enhancement to property is measured by the property's increase in value. The 2nd District Appellate Court agreed that the developer was entitled to betterment because property value was enhanced; however the trial court had incorrectly calculated the award. The Appellate Court held: "The trial court erroneously calculated the betterment award by considering defendants' construction costs rather than the enhancement in value to plaintiffs' property. Therefore, this case must be remanded to the trial court for recalculation of the betterment award." *MICELI v. GILMAC, 467 So.2d 404 (Fla. 2nd DCA, 1985)*

Wherefore, plaintiff requests the court to recalculate the benefits in terms of betterment or enhancement, as measured by the increase in value of the Macleans' airplane-sales business. *MICELI v. GILMAC, 467 So.2d 404 (Fla. 2nd DCA, 1985)*

Respectfully submitted.

CERTIFICATE OF SERVICE

The undersigned certifies a copy of this "Plaintiff's Motion

For Rehearing" has been furnished to:

Mark A. Slack, Attorney for Defendants,
Paulich, Slack & Wolff, PA,
801 Anchor Rode Drive, Suite 203,
Naples, Florida 34103
(239) 261-0544; Fax: 261-2795, or Fax: 261-3849

by US Mail this 17th day of April , 2003.

By "s/ J. Blan Taylor "

J. Blan Taylor
Attorney for Plaintiff,
Florida Bar #080267
2272 Airport Road South
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Naples, Florida 34112
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&

David E. Bruner
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Eustis, Florida 32726
(352) 483-1338.

Appendix F

IN THE DISTRICT COURT OF APPEAL IN AND FOR THE STATE OF FLORIDA SECOND DISTRICT

GEORGE GABANSKI,
Plaintiff/Appellant Cross-Appellee,

2DCA #2D03-3900
Case No. 98-789-CA-01

v.

ARCHIE S. MACLEAN, LANCE GORDON MACLEAN, ELIZABETH A. MACLEAN, SKYTRUCK INTERNATIONAL, L.C., SKYTRUCK SALES, INC.,
Defendants/Appellees Cross-Appellants /

Appellant's/Cross-Appellee's Motion For Rehearing And Written Opinion

---

John G. Vega
Florida Bar No. 946265
JOHN G. VEGA, P.A.
Attorney for Plaintiff/Appellant George Gabanski
201 8th Street South, Suite 207
Naples, FL 34102
(239) 659-3251

July 14, 2004

Pursuant to Rule 9.330(a) of the Florida Rules of Appellate Procedure, Appellant George Gabanski moves the court for rehearing, or in the alternative, to clarify through a written opinion the grounds for this court's decision of June 30, 2004. I express a belief, based upon a reasoned and studied professional judgment, that a written opinion will provide a legitimate basis for supreme court review, because the rule of law utilized by the Circuit Court, and implicitly adopted by the Second District Court, conflicts with the holdings in *Blackburn v. Alachua County Broadcasting Company,* 126 So.2d 303 (Fla 1st DCA 1961) and *Levine v Arthur Rutenberg Corporation,*522 So 2d 82 (Fla. 4th DCA 1988).

The measures of restitution for unjust enrichment, applied by the First and Fourth District Courts, are based upon the "benefit received" by Appellees and "amount payable for like work", rather than on "time expended" by Appellant, the measure applied by the trial court. Final Judgment, para. 24. The measures used by the First and Fourth Districts comport with the decision of the Florida Supreme Court, where it distinguished between the value of time spent on Appellees' behalf, and the value of Appellant's services for inducing a third party to do and render good things for Appellees. Smith v. Jackson County, 176 So. 858 (Fla. 1937)

In assessing the appropriate measure of restitution, on the trial court's findings of substantial benefits and essential assistance received by Appellees, the Second District Court my have inadvertently overlooked certain undisputed, but dispersed facts, which together show a basis for applying the same measures of restitution as are applied in the holdings of the First and Fourth District

Courts:

1. The November 22, 1994 Manufacturer's Representative Agreement, negotiated by Appellant, gave the Appellees' business the exclusive right to receive sales commissions on SKYTRUCK airplanes sold by the manufacturer within the Americas, excluding Brazil. Final Judgment; Plaintiff's Exhibit 7. During the trial, Appellee Lance Maclean testified that there were 26 to 28 SKYTRUCK airplane sales in Latin America; and that Appellees' business had benefited from the first six. Trans. P. 397

2. The 1997 tax return for Appellee Skytruck Sales, Inc. showed net income (not revenue) of $472,081 as well as the receipt of a 1.88 million dollar airplane, increasing the total assets of Appellee Skytruck Sales, Inc. to 2.264 million dollars. Defendants' Exhibit 36. This multimillion dollar result of the Agreement is confirmed in the valuation of the Appellee business made by the investor who paid $200,000 for an 8.49% interest in the Appellee corporation in 1998. Supplemental Schedule 1120S to Defendants' Exhibit 37.

3. The uncontroverted evidence before the trial court, on the standard of compensation within the aircraft industry for such services as the Appellant's, is that the customary payment is a portion of the dollar value of what the services accomplish for the Appellees. Testimony of S. Long, Trans. P. 305 to 309; testimony of A. Chuber, Trans. P. 335 to 336.

4. Appellees' knowledge, of customary and usual compensation within their industry, is shown in the magnitude of payment Appellees offered to their former executive/partner, when they terminated him from their

airplane sales business - testimony at Trans. P. 211, referencing a $200,000 payment; and Defendant's Exhibits 3 and 19, disclosing a compensation package consisting of $100,000 in assets and a Note for $400,000.

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been furnished to Mark A. Slack, Paulich, Slack & Wolff, P.A., 801 Anchor Rode Drive, Suite 203, Naples, FL 34103 via Hand Delivery on this 14th day of July, 2004.

JOHN G. VEGA, P.A.
Attorney for Plaintiff/Appellant
George Gabanski
201 8th Street South, Suite 207
Naples, FL 34102
(239) 659-3251

" s/ John G. Vega "

John G. Vega
Florida Bar No. 946265

CERTIFICATE OF TYPEFACE COMPLIANCE

THE UNDERSIGNED COUNSEL certifies that, in accordance with Florida Rule of Appellate Procedure 9.210(a)(2), the foregoing Motion contains 14-point Times

New Roman font, and 12-point Courier font.

JOHN G. VEGA, P.A.
Attorney for Plaintiff/Appellant
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" s/ John G. Vega "

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